

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603  
CA 94142-0603**SHIFT PROVISIONS**

FOR

**CARPENTER AND RELATED TRADES  
CARPENTER AND RELATED TRADES (SECOND SHIFT)  
CARPENTER AND RELATED TRADES (THIRD SHIFT)**

IN

**ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,  
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA,  
MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,  
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,  
TUOLUMNE, YOLO, AND YUBA COUNTIES.**

**Note:** The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2<sup>nd</sup> or 3<sup>rd</sup> shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.

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**RECEIVED**  
Department of Industrial Relations

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Div. of Labor Statistics & Research  
Chief's Office

2003-2008

**CARPENTERS' MASTER AGREEMENT**

Between

**CONSTRUCTION EMPLOYERS' ASSOCIATION  
OF CALIFORNIA**

and

**CARPENTERS' 46 NORTHERN CALIFORNIA  
COUNTIES CONFERENCE BOARD**

of the

**UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA (AFL-CIO)**

If an individual employer fails to provide an employee a rest period in accordance with the applicable provisions of this Section, the individual employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not provided.

All pay shall be reckoned by the day and half-day as follows: Employees who start work at the regular work day or shift shall receive four (4) hours pay or pay for actual hours worked, whichever is greater, regardless of the reason for the inability to complete the regular work day or shift. If the employee voluntarily quits, the employee shall receive pay only for actual hours worked.

Any dispute regarding the provisions of this Section shall be subject to Section 51 (Grievance Procedure) of this Agreement.

## **SECTION 23**

### **SHIFT WORK**

Shift work can only be established upon prior notice from the individual employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the individual employer elects to work the day shift between the hours of 6:00 A.M. and 5:30 P.M., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one-half (7-1/2) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than three (3) consecutive work days.

On tenant improvement or renovation projects in occupied buildings with a total contract value of five (5) million dollars or less, the individual employer may perform multiple shift operations on the basis of eight (8) hours pay for eight (8) hours work on all shifts at the regular straight-time rate.

Overtime rates shall be paid for all hours worked on the second or third shift if less than three (3) consecutive days are worked. The provisions of this Section 23 with regard to rates of pay for shift work shall apply solely to the portion of the job which requires shift operations.

When it is a condition of securing the work, a special single shift may be established that will be for no less than three (3) consecutive days, for off hours between Monday and Friday, and will allow for eight (8) hours pay for eight (8) hours work. Work in excess of eight (8) hours per day shall be subject to the overtime provisions of this Agreement.

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contribution shall be computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healey Act or any other law.

On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 A.M., are to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 A.M., are to be considered working Saturday; and (c) workers working a shift who come off work on Monday morning at 8:00 A.M., are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday and holidays, shall be in accordance with the overtime rates herein specified. All such work shall be performed under terms and conditions of this Section 23 as to hours worked and rate of pay.

#### **SECTION 24 WORK WEEK**

The regular work week shall consist of forty (40) hours of work Monday through Friday. In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates. As a courtesy, the individual employer shall advise the appropriate District office of the NCCRC whenever it intends to implement the Saturday make-up day. (The NCCRC district office phone numbers are as follows: Northern (916) 498-1002, Southern (408) 445-3000, and Central (510) 568-4788.)

On Residential projects as described in Appendix C, "Residential Addendum" the work week shall remain as contained therein.

#### **SECTION 25 HOLIDAYS**

The following are nationally recognized holidays covered by this Agreement: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

The parties have agreed that the following four (4) days of each year will be selected by the Union as designated off/holidays: